

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF THE STATE OF WASHINGTON

VALERIE NORWOOD, an individual,  
Plaintiff,

v.

GRAYS HARBOR COMMUNITY  
HOSPITAL, a Washington nonprofit  
corporation,

Defendant.

**CASE NO. 3:21-cv-5135**

**COMPLAINT FOR DAMAGES**

**JURY DEMAND**

**I. PARTIES, JURISDICTION AND VENUE**

1.1 Plaintiff, Valerie Norwood (“Ms. Norwood”), is an individual residing in Mason County, Washington.

1           1.2     Defendant Grays Harbor Community Hospital (“GHCH”, “Employer” or  
2     “Company”) is a Washington nonprofit corporation with its principal place of business in Grays  
3     Harbor County, Washington.

4           1.3     This Court has original jurisdiction in this matter pursuant to 28 U.S.C. §1331 as  
5     the claims under the Equal Pay Act involve a federal question, and this Court has ancillary  
6     jurisdiction over the state law claims pursuant to 28 U.S.C. §1367(a).

7           1.4     Venue is proper in the United States District Court for the Western District of the  
8     State of Washington pursuant to 28 U.S.C. §1391(b)(1) and (2).

10  
11                           **II.     FACTUAL ALLEGATIONS**

12           2.1     Ms. Norwood was hired by GHCH as the Cardiopulmonary Supervisor on or about  
13     March 17, 2014.

14           2.2     At the time Ms. Norwood was hired, her supervisor was John Simon, the Director  
15     of Diagnostic Imaging and Cardiopulmonary.

16           2.3     Mr. Simon took medical leave for approximately four months in approximately  
17     2017. During this time, Ms. Norwood stepped in to cover as acting director of both departments  
18     until Mr. Simon was able to return to work. Ms. Norwood reported directly to the Chief Operating  
19     Officer, Larry Kahl, but received no additional compensation for the increased duties and  
20     responsibilities.  
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22           2.4     After Mr. Simon returned from medical leave, Ms. Norwood continued to report  
23     directly to Chief Operating Officer, Larry Kahl, and Ms. Simon had director-level responsibility  
24     for the departmental budget and 90-day operating plans.  
25  
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1           2.5     Ms. Norwood asked Mr. Kahl if her new responsibilities could lead to a  
2 promotional opportunity to become the department Director. Mr. Kahl informed her that there  
3 was a preference for Directors to have a Master's Degree.

4           2.6     Ms. Norwood returned to school to get an MBA degree. She graduated in January  
5 2018 from her program and in June 2018, the Company appointed her as the Director of  
6 Cardiopulmonary. She received no compensation increase associated with the promotion, even  
7 though she performed director-level duties that were the same or similar to her male counterparts.  
8

9           2.7     During 2018, the Cardiopulmonary Department was removed from operations and  
10 placed under nursing, making the Chief Nursing Officer, Melanie Brandt, Ms. Norwood's direct  
11 report supervisor.

12           2.8     At the time Ms. Norwood was promoted to the Director position, she raised the  
13 question of increased compensation. Ms. Brandt informed Ms. Norwood that a re-evaluation of  
14 her salary was discussed but that it was a "bad time" and that her salary re-evaluation would happen  
15 in August.  
16

17           2.9     When Ms. Norwood followed up in August regarding the re-evaluation of her  
18 salary, she was told by Ms. Brandt that she was trying and would discuss it with the Chief  
19 Executive Officer, Tom Jensen.

20           2.10    These discussions continued to happen as the re-evaluation of her salary was  
21 postponed first to January, 2019 and then later to March, 2019.  
22

23           2.11    Later in 2018, Ms. Norwood was assigned the Directorship of the  
24 Cardiac Rehabilitation Department in addition to Cardiopulmonary Department. Her salary was  
25 not adjusted or re-evaluated with this assignment of an additional department.  
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1           2.12 Ms. Norwood continued to perform the Director duties, receiving substantially  
2 lower compensation than her similarly-situated male counterparts.

3           2.13 In addition, similarly situated male Directors, including without limitation, David  
4 Bain and Charles Skorzewski, received increases in salary after taking on an additional department  
5 in their portfolio.

6           2.14 Ms. Norwood received no compensation increase of any kind in 2018 or 2019.

7           2.15 In 2020, with no progress being made to re-evaluate her salary to the Director pay  
8 scale, Ms. Norwood submitted a public request for all supervisor Directors salaries and their  
9 highest level of education.

10           2.16 Ms. Norwood discovered that the newest Director to GHCH was Eric Timmons,  
11 the Director of Diagnostic Imaging. His salary was set at \$120,016. Mr. Timmons has no Master's  
12 degree and had no prior leadership experience.

13           2.17 In early 2020, Ms. Norwood's salary, which had not been increased at all since at  
14 least 2017, was approximately \$86,070.

15           2.18 Upon receiving this information and reviewing it, Ms. Norwood discovered  
16 additional pay discrepancies based on sex. Female employees with Master's Degrees were—and  
17 upon information and belief still are—getting paid less than their male peers who had less  
18 education or even no degree at all.

19           2.19 During the course of Ms. Norwood's employment as a GHCH director, her salary  
20 was substantially lower than other similarly-situated male Directors with equivalent or lesser  
21 degrees.

22           2.20 Since her efforts through discussions with Ms. Brandt to receive fair and equitable  
23 compensation were not making progress, Ms. Norwood set up a meeting with Chief Executive  
24

1 Officer Tom Jensen in approximately April of 2020 to discuss her salary. Ms. Norwood conveyed  
2 to Mr. Jensen that she felt undervalued because of the difference in compensation compared with  
3 other Directors.

4 2.21 At the end of this meeting, Mr. Jensen said that the Company would look into the  
5 re-evaluation of her salary and “something would happen.”  
6

7 2.22 Later, at a regular monthly meeting, Ms. Norwood spoke to Ms. Brandt about her  
8 discussion with Mr. Jensen and provided her with the salary information she had collected. Ms.  
9 Norwood also reminded Ms. Brandt about the accomplishments and contributions that Ms.  
10 Norwood had made while working as a Director for GHCH. Ms. Brandt told Ms. Norwood that  
11 the Company would work on re-evaluating Ms. Norwood’s salary.

12 2.23 Approximately seven months later, on or about November 1, 2020, Ms. Norwood  
13 received her first increase in at least three years.  
14

15 2.24 The increase was a 3% increase, which raised Ms. Norwood’s annual salary from  
16 approximately \$86,070.36 to \$88,649.64.

17 2.25 After this increase, Ms. Norwood’s compensation continued to trail far behind her  
18 similarly-situated male counterparts.

19 2.26 With such little progress being made on this issue, Ms. Norwood felt undervalued  
20 by GHCH and began looking to leave her employment with the Company.  
21

22 2.27 After Ms. Norwood put in her notice to leave, she spoke with Julie Feller, the  
23 Executive Director of Human Resources. Ms. Feller told Ms. Norwood that she had never received  
24 a request or had a discussion with any of Ms. Norwood’s supervisors about pulling salary  
25 information for a re-evaluation of Ms. Norwood’s salary.  
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1           2.28   Upon learning this, Ms. Norwood felt foolish and deceived by GHCH who had  
2 clearly undervalued her and led her on for months about the possibility of a salary re-evaluation  
3 that was never going to happen while giving her added responsibilities and no additional  
4 compensation and paying her similarly-situated male counterparts significantly more.

5           2.29   Approximately two weeks later, before she was going to leave employment, Ms.  
6 Norwood spoke with Ms. Feller and Ms. Brandt. During this conversation, Ms. Feller and Ms.  
7 Brandt proposed to increase Ms. Norwood's salary to \$96,000.

8           2.30   During this meeting, Ms. Norwood asked how salary rates are calculated for  
9 specific positions and Ms. Feller replied that "like it or not, some positions have been held  
10 traditionally by men, and therefore they earn more." Ms. Brandt nodded her agreement with this  
11 sentiment.  
12

13           2.31   Ms. Norwood asked if experience and education were therefore not factored into  
14 salary rate calculations and Ms. Feller said that it was complicated and Ms. Norwood "can't expect  
15 to make what others make."  
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17           2.32   Ms. Norwood respectfully declined their counteroffer and left employment with  
18 GHCH.

19           2.33   GHCH is an "enterprise engaged in commerce" within the meaning of 29 U.S.C. §  
20 203(s)(1)(B).  
21

22           2.34   During Ms. Norwood's employment with GHCH, GHCH paid Ms. Norwood less  
23 than male employees for equal work on jobs the performance of which requires equal skill, effort  
24 and responsibility and which are performed under similar working conditions, in violation of the  
25 Equal Pay Act, 29 U.S.C. § 206(d).  
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1           2.35 During Ms. Norwood's employment with GHCH, GHCH discriminated against  
2 Ms. Norwood in providing compensation based on gender between similarly situated employees,  
3 in violation of the Washington Equal Pay and Opportunities Act, RCW 49.58.020 and the  
4 Washington Law Against Discrimination, RCW 49.60.180.

5           2.36 Defendant's violations of the law are and were continuous, willful and ongoing.

6           2.37 As a result of Defendant's continuing violations, Ms. Norwood has been damaged in  
7 an amount to be proven at trial.  
8

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10                   **III. FIRST CAUSE OF ACTION**  
11                   **Sex Discrimination in Compensation**  
12                   **Violation of the Equal Pay Act**  
13                   **29 U.S.C. § 206(d)**

14           3.1 Plaintiff realleges paragraphs 1.1 through 2.37 as though fully set forth herein.

15           3.2 Defendant's actions and omissions constitute violations of the Equal Pay Act  
16 ("EPA"), 29 U.S.C. 206(d).

17           3.3 As a result of Defendant's violation of the law, Plaintiff has been damaged in an  
18 amount to be proven at trial.

19                   **IV. SECOND CAUSE OF ACTION**  
20                   **Wage Discrimination Due to Gender**  
21                   **Violation of the Washington Equal Pay and Opportunities Act**  
22                   **RCW 49.58**

23           4.1 Plaintiff realleges paragraphs 1.1 through 3.3 as though fully set forth herein.

24           4.2 Defendant's actions and omissions constitute violations of the Washington Equal  
25 Pay and Opportunities Act ("EPOA"), RCW 49.58.  
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1           4.3     As a result of Defendant's violation of the law, Plaintiff has been damaged in an  
2 amount to be proven at trial.

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4                               **V.     THIRD CAUSE OF ACTION**  
5                               **Discrimination In Compensation Because Of Sex**  
6                               **Violation of the Washington Law Against Discrimination**  
7                               **RCW 49.60.180(3)**

8           5.1     Plaintiff realleges paragraphs 1.1 through 4.3 as though fully set forth herein.

9           5.2     Defendant's actions and/or omissions constitute violations of the Washington  
10 Wage Law Against Discrimination (WLAD), RCW 49.60.180(3)

11          5.3     As a result of Defendant's violations, Plaintiff has been damaged in an amount to  
12 be proven at trial.

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14                               **JURY DEMAND**

15               Pursuant to Federal Rule of Civil Procedure 38, Plaintiff hereby demands a trial by jury of  
16 all issues.

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18                               **PRAYER FOR RELIEF**

19               WHEREFORE, the Plaintiff respectfully requests that this Court grant the following relief  
20 as against Defendant:

21               1.     An order declaring that GHCH has violated the EPA, the EPOA and the WLAD by  
22 paying Ms. Norwood less than similarly situated employees due to discrimination based on sex  
23 and/or gender;

24               2.     An order granting Plaintiff full compensation for all violations of the law;  
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3. An award of liquidated damages in an amount to be proven at trial pursuant to 29 U.S.C. § 216(b);

4. An award of statutory damages pursuant to RCW 49.58.070;

5. An award of double damages pursuant to RCW 49.52.070;

6. An award of attorney's fees and costs in an amount to be proven at trial pursuant to 29 U.S.C. § 216, RCW 49.48.030, RCW 49.58.070, RCW 49.60.030, and/or RCW 49.52.070;

7. Pre-judgment and post-judgment interest; and

8. Such other and further relief as the Court deems just and equitable.

RESPECTFULLY SUBMITTED this 24th day of February, 2021.

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